

Wednesday, December 2, 2021

Dennis Napper Tandy Jr

Complaint for Violation of Civil Rights

Attached Document

## **II. Basis for Jurisdiction**

**B.** Rogue Real Estate Sales & Property Management is telling me that my house is not my home, and that approval to basic 21st century technology in my home is subject to their personal judgments on a case by case basis. That I am entitled to nothing that the private property owned jointly together with the Rogue management team does not want to give me. In my particular case, broadband Internet access so that I can lift myself out of poverty, work from home in a Douglas County COVID-19 environment to successfully become gainfully employed out of town as a low-income disenfranchised citizen of Roseburg, Oregon. When a low-income disenfranchised citizen rents a private dwelling, it is their home and I expect management under Section 8 to be properly managed without discrimination. My home is being discriminated against in the strongest possible housing terms. It's a low-income housing discrimination as a technical matter. This civil right claim under 42 U.S. Code § 1983 - Civil action for deprivation of rights under Section 8 of the Housing Act of 1937 (42 U.S.C. § 1437f).

**D.** Real Estate Sales & Property Management is a licensed professional activity (under ORS 696.010 definitions) including and subject to Section 8 discrimination claims for failure to provide fair housing opportunities in Douglas County. Section 8 tenants have a right to inform federal officials of personal private discrimination to equal access to community standards for technology Broadband speeds, specially 1-Gigabit Broadband DFN Fiber Internet access at my home location address. The only thing needed was approval, and that approval is being denied to me directly personally. Local private property managers in my home city are being unchecked for failures to comply with federal compliance oversight under Section 8 in Douglas County with regard to broadband Internet access for low income disenfranchised citizens. I will mitigate within a local COVID-19 environment asserting access to high-speed broadband is a human rights issue under Section 8 enforceable pursuant to 42 U.S.C. § 1983 against property management for failure to perform fiduciary responsibilities equivalent to

providing clean drinking water in the 21st century which is a denial of reasonable accommodations.

### **III. Statement of Claim**

#### **A. Where did the events giving rise to your claim(s) occur?**

1. A third of homeless people in America are over 50. I was one of them. Being homeless for the first time in my life as of July 2016 at the age of 56, for some time afterwards living on the streets of Roseburg, Oregon, my home city where I was born October 23, 1959 directly relational to the Roseburg Blast. I was finally able to get off the streets with the help of a federal housing program December 2017 with the help of UCAN in Douglas County at which time I found a 460 square foot studio apartment in a local Roseburg home of over 100-years old, located at 520 SE Floed Ave, Roseburg Oregon 97470, my current residence. This property was purchased early in the 2000s for some approximate price of \$79,000 by a property owner named Michael McAllister (just recently deceased a few weeks ago). The building has 6-rental units, with 2-tenants being Section 8 units (of which I am one). The other 4-tenants are non-section 8 units. This privately owned property has consistently discriminated between these 2 classes of tenants in the same building since the date of my move in December 2017. I have highly been at odds with these 2-property management companies whose management is contestable from a renter Section 8 perspective.

2. As soon as I became eligible for Section 8 financial aid, the UCAN program that I was involved in automatically transferred over to the Housing Authority of Douglas County (Section 8). Initially I rented this property from Raintree Management Inc, located at 1299 NW Ellan St #2, Roseburg, OR 97470 which was later sold to Rogue Real Estate Sales & Property Management a little over a year ago. I had previously rented approximately over 10 properties with Raintree in the past prior to this location.

3. I had been working thousands of hours prior to the purchase of the Raintree properties by Rogue and under a private verbal agreement directly by the property owner himself. He understood that I was waiting for DFN Fiber Broadband service to become available at my home address, for it was just a matter of time. I have waited 5 years. The private property owner had a

background in the Fiber Broadband industry, so he was very agreeable to me at some point in the future, finally being able to get such access at my home address. Fiber Broadband money is how the owner purchased this building.

**B. What date and approximate time did the events giving rise to your claim(s) occur?**

1. I began helping the property owner (Michael McAllister) with building maintenance in the summer of 2019. I helped him fix up apartment unit number 512, and I helped with building foundation work. We spend 10 to 13 dinners out on the town after working long hours. We had many conversations about this property. We had a verbal agreement that if I could raise \$250,000 cash, he would sell me the property without an inspection. This building is not in good shape and it has many problems. This was no private thought agreement at the time. It was understood by all the tenants that this was my intention. I have never stopped talking about this goal for me to purchase the building with the other tenants. It was a community conversation on our front porch at dinner time. I cooked many steak dinners for the neighbors and owner on our front porch the summer of 2019, briefly in the summer of 2018.

2. The owner enjoyed an illegal little secret that ultimately come back to injure me. He was as a personality heavily involved (nightly) in taking heavy non-legal street drugs like cocaine combined with alcohol. For me dealing with a homeowner with an alcohol and drug problem on my front porch was nothing I could ever have imagined in connection with a Section 8 property. He would get drugged up and became belligerent particularly against people on public assistance. At the time, the other Section 8 tenant had to call the police on him for actions taken on our front porch during this time period but as a home owner he could virtually do whatever he wanted. Both property management companies let this homeowner do whatever he wanted. When my heater went out of my apartment 2 times it took months without heat before the heat was restored. When the washer went out stop working it took months before it was fixed. The rat rodent problem in the walls have never been addressed including the open space unsealed from the interior walls into my unit and now because of the foundation problem I have 1-inch cracks separation in the walls where the walls are separating. On the first story floor you can look directly under the house because the flooring is so rotten. This is not a normal property management

situation together with my first-hand knowledge and understanding of this private property owner's alcohol drug problem when he had physical presence on the property is where the relationships take a turn for the worst. Right before the owner died, he was working under my apartment (unit number 518) partying it up and playing the music loud late into the early morning hours. I am not the only tenant that herd it.

3. I unwisely further criticized the owner for his work on the building being neither directly rational nor to any building code standards. Example our building does not have a real foundation under this 100-year 3-story building. So, what the owner did is to purchase jacks like you would change a car tire with that pump up (oil-based pump up jacks of low dollar quality) and he placed them under the building in order to attempt to fix the building's leveling problem. It did not work. The personal attacks begin to increase against me directly afterwards both by him personally and then afterwards Rogue, his managing agent who refuses to look at the building practices with regards to this property. Including safety fire related issues.

4. In time Raintree sells to Rogue and with that sale employees of Rogue Real Estate Sales & Property Management in the local Roseburg office turn militant feminist against both Section 8 tenants in our building. Partially me. I first hand witness a building-maintained standard of care that became fraudulent practically with regard to the personal actions of the owner when on site. The druggie in unit 510 for example is given free rein to do whatever he wants to do on the property by contrast. The owner received drugs from this individual in the past and that is why he is treated differently today. This person is managed completely differently than the rest of us and the condition of his apartment today inside unquestionably proves it.

5. Friday, June 4, 2021, at 8:53 AM, I notified Andrea Agwen (Rogue manager) that the water drainage from the washer was leaking on the floor and running down the interior walls of the laundry room. Nothing has ever been done.

6. Friday, June 11, 2021, at 2:51 PM I sent Andrea Agwen an email stating how much I enjoyed my apartment including 5 pictures of the interior of my unit (my working home office) that I was so proud of. Trying to build some good will between myself and this new property management company.

7. I then demanded that Rogue Real Estate Sales & Property Management fix my bathroom sink after some \$25,000 dollars in rent that had been paid over some 42 months. I did so in an email demand notice dated Friday, June 11, 2021, at 2:32 PM. The reply to me was not pleasant, professional or timely with regard to how I was treated relational to the previous 2 years prior regarding this exact same sink problem. Rouge completely understood that my sink problem had become totally unacceptable, and I was bewildered beyond all words as to the treatment to date being singled out personally, to establish procedures for a substandard of duty of care because of my personal knowledge of the owner's drug use on the building site. I was directly being discriminated against was my thinking at the time. It was one of the owner's friends that broke my sink in the first place.

8. Thursday, June 17, 2021, at 10:09 AM I sent Andrea Agwen a technical white paper that I had written Black Friday 2020 for my Manhattan 100-account business project. Rogue Real Estate Sales & Property Management staff was completely aware of me and my business, working the project from my home office.

9. Intelligence of Computation in HTML Source Code by Dennis Napper Tandy Jr - <https://placebonaut.blogspot.com/2020/11/intelligence-of-computation-in-html.html> - This is the business project that I have been working on. I have written 2 technical white papers about my business project. Black Friday 2020 and 2021.

10. Wednesday, June 23, 2021, at 12:31 PM I sent Andrea Agwen an email wondering what was happening with my maintenance request as I had heard nothing for 12 days, stating that I was hoping for some good-will to be shown by her employer.

11. Friday, June 25, 2021, I finally got my bathroom sink fixes with one exception. No hot water in that bathroom sink whatsoever now. Cold water only.

12. Tuesday, June 29, 2021, at 3:52 PM, I emailed Andrea Agwen including 7 pictures of property maintenance related items that needed to be addressed. Nothing was ever done.

13. Tuesday, July 6, 2021, Rogue Real Estate Sales & Property Management tried to conduct an annual inspection in my personal unit with a video camera that I would not allow. I immediately went to the office of Rogue, speaking directly with Andrea Agwen who was hostile towards my refusal to grant the inspection. I informed her that video recording my personal items was not a part of my original paperwork when signed with Raintree the previous property manager. Furthermore, I informed Andrea Agwen that inspection of my unit would be successful without a video camera, but they declined to inspect the unit whatsoever after that office confrontation.

14. At 12:42 AM, Tuesday, July 6, 2021 I drafted a notice of suit against Rogue Real Estate Sales & Property Management, emailing a copy to both Rogue and to the director of Section 8 Jamie Ambrosini should Rogue try to decimate against my personal dwelling at that time. The director for Section 8 HADCO, Housing Authority of Douglas County. Up until that time I had been cleaning inside the building, watering the yard and raking up leaves to the corner, all without pay. I had taken a personal interest in the property and wanted it to be well cleaned and taken care of. After July 6, 2021, all my cleaning of the property and yard work came to an end. At this same time, I have a conversation with Jamie Ambrosini the Section 8 director, at which time I inform her of my discrimination from Rogue and she at that time told me out of all the property managers in Douglas County she gets the most complaints about Rogue Real Estate Sales & Property Management. I was just another person on that list.

15. Thursday, July 29, 2021, at 9:52 AM, I sent another email to Andrea Agwen informing her of other property items that need to be fixed. I include 3 picture examples. Nothing has ever been done.

16. Friday, August 13, 2021, at 10:14 AM, I sent another email to Andrea Agwen informing her of other property related problems needing attention.

17. Tuesday, September 7, 2021, at 1:20 PM, I sent another email to Andrea Agwen about the same water leaking all over the floor when doing a load of clothes in the washer. I included 2 additional pictures. This problem has never been fixed to date; regardless how many emails are sent to Rogues attention.

18. Friday, September 3, 2021, at 1:53 PM, I created and submitted a proposal to



Andrea Agwen to modify my home contract as a business matter. Part of that business proposal centers around the issue of Internet service. I further send a copy of that document to Jamie Ambrosini, the Section 8 director of HADCO because I am trying to fix problems. I have an idea how to interject more money for rent into the equation. A proposal to raise the rent from \$480 to right under \$900 a month in hopes that interjecting money into the equation would result in improved property management including simple basic caring for one neighbor. I was horrible wrong about that idea.

19. Rogue Real Estate Sales & Property Management just ignores the proposal. Nothing has ever been done with it.

20. Wednesday, September 8, 2021, at 3:57 PM, Soraya Ramsdell, apparently a Broker & Operations Manager with Rogue informs me that Andrea Agwen no longer works for the company and that the team was discussing my proposal. My proposal was just further ignored. That proposal did include an Internet section for consideration.

21. Thursday, October 14, 2021, at 7:10 AM, I sent Soraya Ramsdell a sympathy email because I had just learned that the property owner who was working on the property had just died. Michael McAllister while working on unit 518 SE Floed Ave. Being taken to the hospital and dying a few days afterwards.

22. October 14, 2021, Soraya Ramsdell informs me by email that I am no longer able to communicate with her, but I am to send my messages in the future to roseburg@rentrogue.com. Rogue Real Estate Sales & Property Management apparent general email address.

23. After extensive personal first-hand eyewitness knowledge over 208 weeks centering around this property management both by the owner, the owner's friends, realities and 2 property management companies I most definitely can testify as to the discrimination towards 2 Section 8 tenants at this property.

24. Wednesday, November 17, at 2:12 PM, I was informed by DFN (Jacob Ligon customer service representative) that the property owner would not approve Broadband Internet access to my home unit because of the discussed circumstances. I had explained that I was being discriminated against by this

property management company. In his opinion he confirmed it.

25. Friday, November 19, 2021, at 9:15 AM, Paula Dodge directly confirmed to me most directly that personal discrimination against me was total in a conversation between her and myself over the phone when she informed me that I was a renter not an owner. That the property owner had no interest in allowing me to work from home, therefore requesting Broadband will not be approved in my particular case. That I should sue the sister of the property owner and leave Rogue out of it, at which time I informed her that I would be filing this complaint.

26. Finally, it could be asked why do I have lived in this unit? The answer. After becoming homeless I lost my health care in Douglas County and even though I have OHP I am not entitled to a primary care physician in my home county. I am left with zero health related options, zero options. As a result, my health issues have been overwhelming and, in that process, HADCO waive all fees towards my Section 8 home contract so I pay zero rent or utilities. Quite simply I have been financially stranded in this apartment with zero ability to move. With zero income from December 2017 to the present outside government issued stimulus checks. How these property managers are forcing people to live in Douglas County is shameful. How this property management company let private owners abuse low income tenants is a sign of our times living in Roseburg and it's not professional.

### **C. What are the facts underlying your claim(s)?**

1. HUD does not restrict Broadband Internet access in all the legislative history documentation to date. Nowhere do we find such an idea in the legislative record, quite the contrary. Access to Broadband Internet access is clearly Congressional legislative intent of our day. The U.S. Constitution and federal laws give us certain rights including when private property owners discriminate against Section 8 tenants who desire Broadband access to the Internet.

2. It's not just druggies on the street that are a problem in a COVID-19 Douglas County outbreak in 2021. It's relatives of druggie homeowners who die during a COVID-19 Douglas County outbreak. Furthermore, it's druggie homeowners who hide behind property managers who let them bully low income disenfranchised citizens under Section 8 in order to purposely discriminate against such individuals. O these people want federal monies when banking the rent without



federal low-income undesirables to be accommodated in that process with fair equal access to Broadband Internet service in this particular case.

3. Therefore, Section 1983 is potentially a powerful tool against licensed state actors, even private parties, who are acting under color of law when discriminating Broadband Internet access right in the middle of a Douglas County COVID-19 outbreak. To deny Section 8 homes in Douglas County the same level of Broadband Internet access is to limit privileges, services and facilities of the dwelling unit altogether. To discriminate 21st century standards for cohabitating inside the homes in the first instance.

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